

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER OF CLAIMS

This Settlement Agreement, General Release and Waiver of Claims ("Agreement") is made and entered by and between Thomas M. Olsen and the Town of Loudon, New Hampshire.

WHEREAS, Thomas M. Olsen has brought a claim in the United States District Court for the District of New Hampshire entitled, *Thomas Olsen v. Town of Loudon* (Case # 06-cv-477-JD); and

WHEREAS, the Town denies all claims and allegations made by plaintiff, Thomas M. Olsen in that federal action; and

WHEREAS, the Town of Loudon has brought suit against Thomas M. Olsen in the Merrimack County, New Hampshire, Superior Court in a case entitled, *Town of Loudon v. Thomas M. Olsen* (Case #07-C-021); and

WHEREAS, Thomas M. Olsen denies the allegations and claims brought by the Town of Loudon in the Merrimack County Superior Court action;

NOW, THEREFORE, with the intent to be legally bound hereby, that in consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, Thomas M. Olsen and the Town of Loudon agree as follows:

1. The Town agrees to pay the sum total of \$13,383.00, which sum shall be payable as follows:

(a) \$5,600.00 shall be paid to Thomas Olsen's counsel, Hugh T. Lee, Esquire;

(b) \$7,783.00, less normal and ordinary federal payroll taxes and deductions required by law (yielding a net payment of \$5,000) shall be paid to Mr. Olsen for settlement of the claim for wages, including alleged unpaid overtime wages.

2. Thomas Olsen acknowledges that his waiver and release of rights and claims as set forth in this Agreement are in exchange for valuable consideration which he would not otherwise be entitled to receive. The payments described in paragraph 1 include consideration for alleged damages to plaintiff Thomas Olsen, and for any and all harm which he may have suffered because of any acts or omissions of the Town of Loudon. Plaintiff Thomas Olsen agrees that the payments described in paragraph 1 are inclusive of any and all claims for attorneys' fees, costs, court costs, interest and/or other expenses, and that he shall not make any other or additional claim against the Town of Loudon for attorneys' fees, costs, court costs, interest, or any other expense of any kind which may have been incurred. The parties understand, agree, and intend that, upon receipt of payment from the Town of Loudon, plaintiff Thomas Olsen will have received complete satisfaction of any and all claims, whether known, suspected, or unknown, that he may have or had against the Town of Loudon. To the extent not specifically set forth herein, Thomas Olsen waives any and all relief not explicitly provided for herein.

3. The Town of Loudon hereby releases, acquits and forever discharges Thomas M. Olsen from any and all claims, liabilities, damages and expenses arising from or in any way related to his employment by the Town of Loudon and all litigation referenced above. The Town of Loudon agrees to voluntarily dismiss its claim against Thomas Olsen in the Merrimack County Superior Court, with prejudice.

4. As a material inducement to plaintiff Thomas Olsen to enter into this Agreement, and return for the promises and undertakings set forth herein, plaintiff Thomas Olsen for himself

and his successors and assigns, does hereby irrevocably and unconditionally release, acquit, and forever discharge the Town of Loudon from any and all charges, complaints, claims, liabilities, causes of action, damages and expenses (including attorneys' fees, costs actually incurred, and liquidated damages), of any kind, whether known or unknown, which he now has, may have or claim to have, or which they at any prior time had or claimed to have had against the Town of Loudon, arising out of any matter occurring or accruing on or before the date of this Agreement, including, but not limited to, any claims arising from his employment, or the termination of his employment, with the Town of Loudon. This release and waiver includes but is not limited to, claims arising under any federal, state or local statutes, regulations or ordinances, specifically including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the statutory law of New Hampshire and every other state, the Codes, Rules and Regulations of the State of New Hampshire, any common law claims, including but not limited to those alleging personal injury, and or claims for attorney's fees, expenses or costs, provided, however, that nothing contained in this Agreement prevents plaintiff from filing a charge, cooperating with or participating in any investigation or proceeding before the Equal Employment Opportunity Commission or any state equivalent, except that plaintiff acknowledges that he will not be able to recover any monetary benefits in connection with any such claim, charge or proceeding.

5. Plaintiff Thomas Olsen agrees to dismiss his action in federal court with prejudice.

6. This Agreement is a compromise of disputed claims by the plaintiff against the Town of Loudon, and neither the Agreement nor anything contained herein shall be construed as an admission of liability for unlawful or wrongful acts by the Town of Loudon, by which such